

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)	
Jemal's East 451, LLC)	
t/a AC Hotel Washington DC Convention Center)	
Application for Renewal of a)	Case No.: 22-PRO-00048
Retailer's Class CH License)	License No.: ABRA-116274
at premises)	Order No.: 2022-321
601 K Street, NW)	
Washington, D.C. 20001)	

Jemal's East 451, LLC, t/a AC Hotel Washington DC Convention Center, Applicant

Michael Eicher, Chairperson, Advisory Neighborhood Commission (ANC) 6E, Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 6E'S PROTEST**

The Application filed by Jemal's East 451, LLC, t/a AC Hotel Washington DC Convention Center (Applicant), for Renewal of its Retailer's Class CH License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 27, 2022, § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 6E have entered into a Settlement Agreement (Agreement), dated July 5, 2022, that governs the operations of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Michael Eicher, on behalf of ANC 6E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6E of this Application.

Accordingly, it is this 13th day of July 2022, **ORDERED** that:

1. The Application filed by Jemal's East 451, LLC, t/a AC Hotel Washington DC Convention Center, for renewal of its Retailer's Class CH License, located at 601 K Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6E in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and ANC 6E.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a02634859-4556-40-73100d161088

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 541a97129098fa08110204520548

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d31cadf6e146d714b75bd7917420d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e91845e1f9e4016155e5c12f61cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172901f025447431b569c24418f3

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7ff9f004hec14adeb52541ce5

Edward S. Grandis, Member

Pursuant to D.C. Official Code § 25-433(d)(1), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879- 1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

Settlement Agreement

by and between

AC Hotel Washington DC Convention Center

and

Advisory Neighborhood Commission 6E

for premises located at 601 K ST NW, WASHINGTON, DC 20001

Recitations

WHEREAS, AC Hotel Washington DC Convention Center (“the Hotel”) consists of limited liability company organized under the laws of the District of Columbia and authorized to do business in the District of Columbia; and,

WHEREAS, the premises on 601 K ST NW, WASHINGTON, DC 20001 is located within Advisory Neighborhood Commission 6E (“ANC 6E”); and,

WHEREAS, the Applicant has filed for a renewal of their Class C Hotel license under the D.C. Alcoholic Beverage Control Act (“Application”) with the ABC Board; and,

WHEREAS, the Applicant and ANC 6E (collectively, the “Parties”) desire to resolve potential issues in the operation of AC Hotel Washington DC Convention Center located at 601 K ST NW, WASHINGTON, DC 20001 and enter into this Settlement Agreement (“Agreement”) in exchange for ANC 6E’s support of the Application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.

2. **Interior Operations & Hours:**

The Hours of Alcoholic Beverage Sales, Service, and Consumption on the interior of the Hotel (excluding the rooftop summer garden) shall be:

- o Sunday through Thursday: 8 AM – 2 AM
- o Friday, Saturday: 8 AM – 3 AM

3. **Rooftop Summer Garden Operations & Hours:** The Hours of Alcoholic Beverage Sales, Service, and Consumption on the rooftop summer garden shall be:

- a.) Outdoor (unenclosed) portion of summer garden:

- Sunday through Thursday: 11 AM – 11 PM
- Friday, Saturday: 11 AM – 1 AM

b.) Enclosed portion of summer garden:

- Sunday through Thursday: 8 AM – 12 AM
- Friday, Saturday: 8 AM – 2 AM

c.) Except as provided in Section 4(d), below, no entertainment (including live music, DJ or karaoke) shall be permitted on the rooftop summer garden.

4. Noise.

- a) The Applicant shall keep closed all doors and windows, except for the purposes of entering and exiting, during the hours of Sunday through Saturday: 8 PM to 2 AM
- b) Noise emanating from the licensed premises that is audible in any residential premises (with windows closed) is prohibited.
- c) The Applicant will comply with all aspects of Board of Zoning Adjustment Application No. 19583, to include: The Applicant shall not allow excessive noise, per the ABRA regulations, on the rooftop at any time.
- d) The use of disk jockeys (DJs) is prohibited, except for a maximum of six (6) occasions per calendar year, where DJ services will cease by 10 PM.
- e) Applicant will comply with all aspects of D.C. Official Code §25-725 including, but not limited, to:
 - a. The licensee under an on-premises retailer’s license shall not produce any sound, noise, or music of such intensity that it may be heard in any premises other than the licensed establishment by the use of any:
 - i. Mechanical device, machine, apparatus, or instrument for amplification of the human voice or any sound or noise;
 - ii. Bell, horn, gong, whistle, drum, or other noise-making article, instrument, or device; or
 - iii. Musical instrument.

5. Construction of Agreement. Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. ANC 6E does not intend for a violation of any DC law or regulation to also be considered a violation of this Agreement.

6. Notice and Opportunity to Cure. In the event that either party is in breach of this Agreement, the breaching party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days’ notice before the non-breaching party can seek enforcement of the Agreement. If the breaching party fails to cure within thirty (30) days, (or, within respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Official Code §25-447.

7. **Severability.** In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in force.

If to Applicant: AC Hotel Washington DC Convention Center
601 K ST NW
Washington, DC 20001
Attn: Mark Namdar
Email: mnamdar@douglasdev.com
Phone: (202) 921-6900

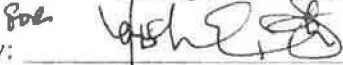
If to ANC: Advisory Neighborhood Commission 6E
P.O. Box 93020, Brentwood Station
Washington, DC 20090
Attn: Michael Eichler, ANC 6E Chair
Email: 6e.anc@dc.gov

Failure to provide notice shall not constitute waiver or acquiescence to the violation, but rather notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

8. **No Protest.** Upon execution of this Settlement Agreement and its acceptance by the ABC Board, ANC 6E agrees to withdraw its present protest of the Applicant's license application.


In witness thereof, the Parties, acting through their authorized representatives, have agreed to and signed this Settlement Agreement.

AC Hotel Washington DC Convention Center

By: 
Michael Namdar, General Manager

Date: July 5, 2022

Advisory Neighborhood Commission 6E

By: 
Michael Eichler, ANC6E Chair

Date: 7/5/22